recovery was properly refused, but on the ground that a quasi-contractual right is essentially equitable, and so should not be allowed when there is an adequate remedy on the express contract. This conclusion may be sound,[1] but on the view here advanced is inapplicable to the case, since the assignee had no rights under the express contract.[2]

SELF-INTEREST AS THE BASIS FOR THE DEVELOPMENT OF THE LAW. — The law's development has been a fertile field of discussion since jurisprudence has been the subject of study and investigation. Whether custom becomes law when recognized by the courts or is binding law before such recognition, it is an acknowledged source of law. Economic changes in the conditions of the times exercise a potent influence on customs and necessarily call forth changes in the law either by direct or by judicial legislation. The forces which accomplish such alterations are discussed in an interesting contribution to recent periodical literature. *The Modern Conception of Animus*, by Brooks Adams, 19 Green Bag 12 (January, 1907).

The writer takes the position that law is not a science in itself, but expresses a resultant of social forces. He maintains that the law is molded by the dominant class exercising its powers for its own self-interest. It is the animus of the actor, he contends, which controls human actions and therefore limits legal responsibility. Consequently, since rules of evidence and definitions control the proof of animus, the dominant class accomplishes its purpose by shaping the rules of evidence. Abstract principles of justice have had little to do with the development of legal principles or procedure. To illustrate, the writer divides the treatment of crime into four periods. First, the period after the Norman invasion exemplifies the influence of the warlike class. Crimes of violence could be proved only by an eyewitness, and the accused could clear himself by combat or the ordeal. Then, for the better suppression of heresy, the church abolished the ordeal, and the jury trial arose. During this period the upper class had the benefit of clergy, besides great influence over the individual jurymen, to protect it. The next period showed the disappearance of castles and body-guards. As a result, a severe criminal code was made to protect the land-owners from marauders. Lastly, this severity was relaxed when the extension of the police system afforded sufficient protection in itself.

The writer has made out a plausible case against the dominant class. While warfare was constant and the state too decentralized to afford any protection, the fighting class held the upper hand and its might was right. But the last period, when punishment of crime became less severe, hardly supports his position. The extreme stand taken violates most modern ideas of the law. Its ultimate object has been expressed as the highest well-being of society.[3] It is the effort of a people to express its idea of right, although that idea may be constantly changing.[4] Surely, unless justice is made a mere hypocritical conception of the dominant class to blind itself and others to its real motives, the writer's view cannot be upheld.

AFFIDAVITS IN ATTACHMENT. II. *Raymond D. Thurber.* 7 Bench & Bar 92.

BRUNSWICK SUCCESSION, THE. *Gordon E. Sherman.* Dealing with the importance of primary treaties between the states of the German Empire in German constitutional law. 16 Yale L. J. 176.

CAPITAL AND CAPITAL STOCK. *Frederick Dwight.* A review of the authorities on the exact meaning of the words as used in statutes. 16 Yale L. J. 161.

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[1] But see Gilbert, etc., Co. *v.* Butler, 146 Mass. 82.

[2] If Mr. Costigan's contention that the plaintiff had rights under the contract is correct, then the defendant's deliberate refusal to pay would be a repudiation of the contract and the plaintiff could sue in *indebitatus assumpsit* for restitution of value, since repudiation amounts to abandonment. See 7 Colum. L. Rev. 47. *Cf.* Keener, Quasi-Contracts, 303.

[3] Holland, Jurisp., 10 ed., 77.

[4] See 18 HARV. L. REV. 272.

CODE NAPOLEON, HOW IT WAS MADE AND ITS PLACE IN THE WORLD'S JURISPRUDENCE. *U. M. Rose.* 40 Am. L. Rev. 833.

CONSTITUTIONALITY OF THE JUVENILE COURT LAWS OF ILLINOIS. *Anon.* Discussing adversely a decision that commitment under the laws violates the father's constitutional right to the child's services. 133 Nat. Corp. Rep. 468. See 19 HARV. L. REV. 374.

CONTRACTS OF INDEMNITY. *T. F. Martin.* Discussing under the English decisions their effect in the covenants given by purchasers of leaseholds or of lands subject to restrictive covenants. 4 Commonwealth L. Rev. 13.

DOCTRINE OF BOSTON ICE COMPANY *v.* POTTER, THE. *George P. Costigan, Jr.* 7 Colum. L. Rev. 32. See *supra.*

EVOLUTION OF THE LAW BY JUDICIAL DECISION. II. *Robert G. Street.* 14 Am. Lawyer 554.

INTERNATIONAL COLLECTIONS. *W. L. Penfield.* 39 Chi. Leg. News 165.

INTERNATIONAL CONFERENCE AT RIO DE JANEIRO. *Hannis Taylor.* Discussing particularly the making of treaties which shall force submission to arbitration for all claims of a pecuniary nature held by people of one nation against another. 40 Am. L. Rev. 896.

MEDIÆVAL CAUSE CELEBRE, A. *John M. Zane.* A detailed description of a thirteenth century trial at Westminster based on Bracton's Note Book, the case involving the mediæval notion of adoptions, and the legal fiction by which the judges permitted it. 1 Ill. L. Rev. 363.

MODERN CONCEPTION OF ANIMUS, THE. *Brooks Adams.* 19 Green Bag 12. See *supra.*

NON-FEDERAL LAW ADMINISTERED IN FEDERAL COURTS, THE. *Wm. Trickett.* 40 Am. L. Rev. 819. See 18 HARV. L. REV. 134.

POWER OF MUNICIPAL CORPORATIONS TO MAKE SPECIAL ASSESSMENTS FOR LOCAL IMPROVEMENTS, THE. *Edson B. Valentine.* 68 Alb. L. J. 325.

PRIORITIES OF DEBENTURES AND GARNISHED DEBTS, THE. *Anon.* 51 Sol. J. 110.

PRIVILEGE OF SILENCE AND IMMUNITY STATUTES, THE. *Franklin A. Beecher.* 40 Am. L. Rev. 869, 64 Cent. L. J. 3. See 20 HARV. L. REV. 61.

QUESTIONS IN THE LAW OF FRAUDULENT ALIENATIONS, SOME. *Anon.* Tracing through the English cases the change in legal meaning undergone by the words "intent to delay, hinder or defraud," and the substitution of external tests of fraud for internal. 16 Madras L. J. 383.

REFORMS IN THE LAW OF FUTURE INTERESTS NEEDED IN ILLINOIS. II. *Albert Martin Kales.* 1 Ill. L. Rev. 374.

RESCISSION OF EXECUTED CONTRACTS OF SALE FOR BREACH OF WARRANTY. *George A. Lee.* 10 L. N. (Northport) 188. See 16 HARV. L. REV. 465.

SEGREGATION OF JAPANESE STUDENTS BY THE SCHOOL AUTHORITIES OF SAN FRANCISCO. *Charles Cheney Hyde.* Discussing the question from a legal and from a political viewpoint. 19 Green Bag 38. See 20 HARV. L. REV. 337.

SUGGESTIONS CONCERNING THE LAW OF FIXTURES, SOME. *Joseph W. Bingham.* Attempting to lay down the principles underlying the law of fixtures, and to demonstrate that they form a consistent and easily comprehensible body of rules. 7 Colum. L. Rev. 1.

TITLES TO COAL LAND IN PENNSYLVANIA AND INCIDENTAL MONOPOLIES CONNECTED THEREWITH. *Alfred Hand.* Maintaining that the way to prevent injustice arising from such monopoly is through the exercise of the power vested in the government to control railway rates. 16 Yale L. J. 167.

UNSOUNDNESS OF MIND IN RELATION TO TORTS. *H. Dean Bamford.* Contending, contrary to American decisions, that total insanity should excuse a defendant from liability for his torts. 4 Commonwealth L. Rev. 3.

II. BOOK REVIEWS.

COURTS AND PROCEDURE IN ENGLAND AND IN NEW JERSEY. By Charles H. Hartshorne. Newark, N. J.: Toney & Sage. 1905. pp. xi, 233. 12mo.

The articles contained in this book were published in the *New Jersey Law Journal* during the discussion of proposed amendments to the constitution making a slight change in the judicial system of the state. Mr. Hartshorne's